



CONTRACT LAW DIVISION

Office of the Assistant General Counsel for Finance and Litigation



Biweekly Report—Period Ending August 29, 1998

Universal Technical Resource Services, Inc. v. DOC-GAO B-280659

On August 24, 1998, GAO issued a decision granting the Agency's Request for Dismissal. Initially, GAO had deferred its ruling on OGC's motion via a telephone conference with all parties. This was followed by a Request for Reconsideration, filed by Intervenor's counsel. In dismissing the matter, GAO held that the Protest is premature because (as argued by OGC) it "merely anticipates improper action that has not yet taken place." Note, based upon OGC-CLD's prior discussions and correspondence with Protester's counsel, Protester withdrew (8/17/98) its 8/5/98 Supplemental Protest. (Edward Weber, Catherine Shea, and Mark Langstein).

Todd Pacific Shipyards Corp. (B-280799)

In this recently filed protest, protester claims NOAA's failure to issue an amendment incorporating answers to its bid questions unfairly caused protester to increase its bid compared with other bids. On August 18, GAO dismissed the protest as untimely, however, protester has since asserted an additional claim in which it alleges NOAA failed to account for foreseeable costs when evaluating the awardee's bid. (Cecilia R. Jones)

Moldovan Consultations in Washington

A delegation of procurement officials from Moldova arrived this week for 10 days of consultations with Federal and State procurement experts. This follows our trip to Moldova, and is designed to further assist the Moldovan government in implementing its new procurement law. We have arranged for meetings with the GSBGA, OFPP, GAO and private counsel who is expert in the Maryland procurement code. (Jerry Walz, Ken Lechter, and Mark Langstein)

Digicon Corporation v. DOC—GSBCA 14257-COM

Appellant is claiming that it is entitled to a fee for additional work performed that it considered a change to the original scope of the contract. The contract was a CPFF contract for NTIS, which was providing work on behalf of IRS. The contracting officer had previously agreed to pay the contractor the costs for the additional work, but denied payment for the fee. The contracting officer's position was that the additional work

represented a cost overrun, not a change, and that to pay the additional requested fee would represent a cost plus percentage of cost contract, which is not allowed. On August 25, 1998, the Board denied both parties' Motions for Summary Relief on the basis that there were, in fact, material facts in dispute, and has ordered the parties, within two weeks, to provide the Board a joint proposal for further proceedings. (Ken Lechter).

Harris Corp. v. U.S. (U.S. Court of Federal Claims)

Harris Corp. has requested copies of all protected documents previously reviewed by outside counsel under the terms of the Amended Protective Order, dated July 21, 1998. In addition, Harris filed its Second Set of Interrogatories and Requests for Production of Documents. Certain responsive documents are contained at the NDBC facilities. (Fred Kopatich and Amy Freeman)

Post-Adarand Matters

Terry Lee is continuing to work with Procurement Executive to develop policies for handling procurements.

CLD "Time to Complete"—4.3 Days

